

# TETON SPRINGS

MASTER HOMEOWNER, CABIN, COMMERCIAL AND  
MOUNTAIN MEADOWS SUB-ASSOCIATIONS

RULES AND REGULATIONS

Revised December 2023

## **PREAMBLE**

Teton Springs Master Association, in conjunction with the Cabin Lots Sub-Association, Village and Commercial Lots Sub-Association and Mountain Meadows Lots Sub-Association has implemented these Master Rules and Regulations.

These Master Rules and Regulations have been adopted by the Executive Board of the Association pursuant to Section 9.9 and other Sections of the Fourth Amendment to Master Declaration of Protective Covenants and Master Development Guidelines for Teton Springs Golf and Casting Club (the “**Master Declaration**”). These Master Rules and Regulations have been adopted as necessary, desirable, and appropriate for the purpose of interpretation and implementation of the Master Declaration.

Each Owner and Occupant (and all other Persons who are authorized users of any part of the Master Common Areas) shall comply with these Master Rules and Regulations, which have the same force and effect as if they were set forth in and were part of the Master Declaration. In the event of conflict between the Master Rules and Regulations and the provisions of the Master Declaration, the Master Declaration covenants shall govern. Capitalized but undefined terms in these Master Rules and Regulations shall have the meaning ascribed to them in the Master Declaration.

## **MASTER RULES AND REGULATIONS**

The following Master Rules and Regulations have been adopted by the Executive Board of the Master Association and apply to all areas and users of the Master and Limited Common Areas and all property within the Common Interest Community (which is all of the real property subject to the Master Declaration). Please refer to the referenced section(s) of the Master Declaration for more information or further clarification when applicable.

### **Birdfeeders and Feeding Wildlife**

In accordance with Teton County, Idaho regulations:

- a. Birdfeeders. Birdfeeders shall be hung at least ten (10) feet from the ground, deck, railing or surface and four (4) feet from any structure, tree or limb, and should have a catch pan attached directly underneath the feeder that is 2” larger in diameter than the widest diameter of the feeder itself. Hummingbird feeders are excluded from this requirement.
- b. Feeding Wildlife. Feeding wildlife of any kind is strictly prohibited.

### **Trash Cans**

Per Section 3.15 of the Master Declaration, trash cans shall be placed next to the street on the designated trash collection day no earlier than 6am and returned to the proper enclosed area no later than 6pm. Trash cans shall not be visible from another Lot, Unit or any Master Common Area except on trash collection days.

### **Lakes & Fishing**

Per Section 3.22 of the Master Declaration, no swimming, boating or ice skating shall take place on any lakes or ponds.

### **Golf Carts**

Per Section 3.16 of the Master Declaration, private golf cars may only be driven on community streets by a duly licensed driver. Private golf carts must be parked in designated parking areas generally reserved for autos.

### **Snowmobiles, Motorcycles and ATV's**

Per Section 3.16 of the of the Master Declaration, snowmobiles, off-road motorcycles, mini-bikes and all-terrain vehicles of any kind shall not be used or operated within the Common Interest Community, but may

be transported on trailers within the Common Interest Community. Those motorcycles or other vehicles properly licensed for operation on public roads may be used on public roads within the Common Interest Community by drivers duly licensed to operate motor vehicles on the roadways.

### **Vehicle Parking and Storage**

Per Section 3.16 of the Master Declaration, permitted vehicles may be parked on the streets except in those areas where parking is prohibited by signage. No boats, trailers, campers, motorcycles, recreational vehicles, snowmobiles, golf carts, side-by-sides, or any other similar items (each a “Vehicle” and collectively, “Vehicles”) shall be parked or stored on the streets. Notwithstanding the above, boats, trailers, campers, motorcycles, recreational vehicles, snowmobiles, golf carts, side-by-sides, or any other similar items may be temporarily parked on driveways on Lots or Units and on public streets within the Common Interest Community only for loading, unloading, and delivery or emergency purposes, but only for the limited time required to accomplish such purpose.

**Traffic Violations** The posted speed limit within Common Interest Community is 25 mph. In addition, all other traffic infractions that would normally occur on a public road shall be enforced within Common Interest Community. All fines shall be prosecuted through the court system, if necessary, and any court costs collected by the HOA as necessary.

### **Signs and Advertising**

In addition to the permitted signs set forth in Section 3.29 of the Master Declaration, one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed on a Lot or Unit in support of or in opposition to a candidate for office or a ballot measure that an Owner is entitled to vote on in accordance with applicable law (i.e. if a candidate or ballot measure is outside of the Owner’s voting district, signs related thereto are not qualifying “political signs” and are not permitted) only during the period that is thirty (30) days prior to the applicable election, and the signs will be removed within three (3) days after any the election.

### **Lawn Ornament, Sculpture, Flag Poles**

Lawn ornaments and sculptures may be displayed no less than 20’ off the side of the road and not be any larger than 2’ by 4’ in size. No more than two (2) ornaments and sculptures total shall be permitted per lot. Landscape lighting associated with such elements will only be allowed by special review. Flag poles and similar structures will not be allowed in the landscape. Flags may be hung on structures mounted to the residence provided they do not extend further than 5’ from the residence and the flag is not greater than 3’x5’ in size.

### **Leasing**

Long term leasing (30 days or more) is allowed throughout the entirety of the Common Interest Community. Short term leasing (less than 30 days) is only allowed within the Cabin sub-association. Refer to Section 3.35 of the Master Declaration for the long term lease requirements.

### **Fireworks, Firearms and Hunting**

Fireworks and firearms are not to be used or discharged within the Common Interest Community. Hunting is expressly prohibited in the Common Interest Community per Sections 3.10 and 3.12 of the Master Declaration.

### **Children’s Recreation Equipment and Basketball Hoops**

Equipment intended for children’s recreation use, such as swing sets and slides, must also be approved in advance by the Development Review Committee per Section 3.14 and 3.27 of the Master Declaration.

### **Animals**

Animals must be on a leash and or under voice control when out and about in Common Interest Community. Owners are responsible for all clean-up of streets, sidewalks and Master Common Areas caused by pets per section 3.17 of the Master Declaration. Mutt mitt stations have been added throughout the Common Interest Community to assist in cleaning up after pets.

### **Lighting**

All lighting within Common Interest Community shall conform with Dark Sky Standards and be fully cutoff or fully shielded lights that do not project above the horizontal plane. Tampering with any common area lights is prohibited. Note that all exterior lighting must conform to Teton County, Idaho requirements.

### **Modifications to Home and Landscaping**

Any improvements or modifications made to the exterior of a home including but not limited to landscaping and staining must receive written approval from the Design Review Committee.

### **Fines for Violations of the Master Declaration and/or Rules and Regulations**

In the event that any Owner or Occupant fails to adhere to any term or provision of these Master Rules and Regulations and/or the Master Declaration (each, a "Violation"), the Executive Board can impose fines and penalties for each separate Violation. Prior to imposing any fine and penalty related to a Violation, the Executive Board shall provide, or cause to be provided, a notice to the violating Owner and/or Occupant specifying the Violation(s) and notifying the Owner and/or Occupant of the date at which the Executive Board will meet to vote on whether to impose a fine or penalty (the "Fine Meeting"). The notice shall also inform the Owner and/or Occupant that if the Violation is cured *in good faith* prior to the Executive Board's meeting, no penalty or fine will be imposed. If the Violation is not fully corrected and addressed in good faith prior to the Fine Meeting, the Executive Board shall vote at the Fine Meeting to impose a fine on the violating Owner or Occupant in accordance with these Master Rules and Regulations and/or the Master Declaration. Whether a Violation is addressed "in good faith" means, at a minimum, that the Owner or Occupant has fully resolved the Violation and brought the Lot or Unit into conformity with these Master Rules and Regulations and/or the Master Declaration. Repeated Violations by the same Owner and/or Occupant that are cured prior to the Fine Meeting solely to evade a fine or penalty shall not be considered a "good faith" effort to fully resolve a Violation and the Executive Board may impose a fine for the Owner or Occupant's Violation. Similarly, repeated Violations that are temporally discrete (e.g. loose or unattended animals) are also subject to the imposition of a fine or penalty due to a lack of good faith in complying with these Master Rules and Regulations and/or the Master Declaration.

If at the Fine Meeting a majority of the Executive Board votes to fine the violating Owner or Occupant, a fine shall be assessed as an Assessment to which the Owner or Occupant's Lot is subject under the Master Declaration. The Executive Board may also vote to provide additional notice and opportunity to cure. Nothing in this paragraph shall limit the remedies available to the Executive Board for violation of the Rules and Regulations or the Master Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

### **Fine Schedule**

The following is a list of express fines related to specific Violations. For purposes of this section, "occurrence" means either an individual act, or in the event of a continuing action, each day that the Violation continues after an Owner or Occupant is provided notice of the Violation.

#### **Class 1 Offense**

**\$25.00 per occurrence**

Trash cans  
Bird feeders  
Signs and advertising

#### **Class 2 Offense**

**\$100.00 per occurrence**

Loose animals  
Lakes and fishing  
Golf carts

#### **Class 3 Offenses**

**\$100.00 per occurrence**

DRC Violations

#### **Short Term Leasing Offenses:**

1st offense: \$500.00  
2nd offense: \$1000.00  
3rd offense: \$1500.00 plus legal fees

#### **Fireworks, Firearms, and Snowmobiling, Offenses:**

1st offense: \$100.00  
2nd offense: \$250.00  
3rd offense: \$500.00 plus legal fees

#### **Parking Offenses:**

1st offense: \$100.00 (per Vehicle)  
2nd offense: \$1000.00 (per Vehicle)  
3rd offense: \$1500.00 (per Vehicle) plus legal fees

**All other violations of these Master Rules and Regulations, the Master Declaration, or any other Sub-Association Declaration shall constitute a Class 2 Offense and shall carry a \$100 fine per occurrence, with a maximum fine of \$200 per week in the event of a continuing Violation.**